

## INTRODUCTION

This Project Arrangement (PA) between **(Participants of PA)** hereinafter referred to as the "PA Participants", is entered into pursuant to the Memorandum of Understanding (MOU) among the Department of Defence of Australia, the Department of National Defence of Canada, the Ministry of Defense of the Republic of Finland, the Ministry of Defense of the State of Kuwait, the Ministry of Defense of the Kingdom of Spain, the Federal Department of Defense, Civil Protection and Sports of the Swiss Confederation, and the Department of Defense of the United States of America concerning the Cooperative Framework for the F/A-18 Program dated \_\_\_\_\_, hereinafter referred to as the "F/A-18 Framework MOU".

## SECTION 1

### DEFINITION OF TERMS AND ABBREVIATIONS

(Define only those terms used in this PA that have not been defined in the MOU.)

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## SECTION 2

### OBJECTIVES

The objectives of this \_\_\_\_\_ PA are:

- a. the development of \_\_\_\_\_  
\_\_\_\_\_
- b. the improvement of \_\_\_\_\_  
\_\_\_\_\_
- c. the production (including follow-on support) of \_\_\_\_\_  
\_\_\_\_\_

### SECTION 3

#### SCOPE OF WORK

The following tasks will be undertaken under this PA.

- a. Develop \_\_\_\_\_  
\_\_\_\_\_
- b. Evaluate \_\_\_\_\_  
\_\_\_\_\_
- c. Design, fabricate and test \_\_\_\_\_  
\_\_\_\_\_

### SECTION 4

#### SHARING OF TASKS

The sharing of tasks will be as follows:

- a. The DOD/MOD will \_\_\_\_\_  
\_\_\_\_\_
- b. The DOD/MOD will \_\_\_\_\_  
\_\_\_\_\_
- c. DOD and MOD will jointly \_\_\_\_\_  
\_\_\_\_\_

### SECTION 5

#### BREAK DOWN AND SCHEDULE OF TASKS

(Use this format when the tasks covered under this project may be performed using multiple phases, requiring milestones or decision points.)

The project will proceed according to the following phases and schedule:

Phase 1	Start	End
Description of Phase 1	MM/DD/YY	MM/DD/YY

(Milestone 1) (e.g., Transmittal of Feasibility Report)

Phase 2	Start	End
Description of Phase 2	MM/DD/YY	MM/DD/YY

(Milestone 2) (e.g., Decision to proceed to Phase 3)

Phase 3	Start	End
Description of Phase 3	MM/DD/YY	MM/DD/YY

(Milestone 3) (e.g., Evaluation, analysis of results)

(Add as many phases as necessary.)

The final report must be transmitted to the PA Participants, or designees, six months before the termination date for this PA.

Articles and services provided under this PA will be in accordance with any applicable multilateral or bilateral treaties, agreements, or arrangements between or among the PA Participants concerned and consistent with the exporting PA Participant's export control laws and regulations, as well as with Section 12 (Security) and Section 13 (Third Party Sales and Transfers) of the F/A-18 Framework MOU.

## SECTION 6

### MANAGEMENT

(Two Alternatives are provided below. The first is for PO management of a PA and the second involves establishment of a Project Steering Committee (PSC)).

(Note: The PSC member for a PA may be the HISC member from the respective PA Participant. Consideration should be given to other PSC responsibilities applicable to the individual PA. Special care should be taken to ensure that these responsibilities do not conflict with the PSC responsibilities for MOU matters.)

(If a project does not require a PSC, use the following format to set out how the project will be managed.)

**Alternative 1**

1. This PA will be directed and administered on behalf of the PA Participants by one Project Officer (PO) from each PA Participant. The POs are:

PO	Title/Position	_____
	Organization	_____
	Address	_____ _____ _____
PO	Title/Position	_____
	Organization	_____
	Address	_____ _____ _____

2. Project offices will be established in \_\_\_\_\_ (name of location) and in \_\_\_\_\_ (name of location). In addition to the responsibilities outlined in Section 5 (Management (Organization and Responsibility)) of the F/A-18 Framework MOU, the POs are responsible for the management of those tasks listed as national responsibilities in Section 4 (Sharing of Tasks) of this PA.

3. Particular Management Procedures:

(Mention only those additional management responsibilities not covered under Section 5 (Management (Organization and Responsibility)) of the MOU. For instance, if a PA will involve the exchange or development of Classified Information, the POs should be responsible for appointing security officers.)

(If a project requires the establishment of a PSC, use the following format to set out how the project will be managed.)

(If the PA will involve assignment of Cooperative Project Personnel, insert the following provision:

"The PA Participants recognize that performance of work under this PA will require Cooperative Project Personnel (CPP) of [insert PA Participant assigning CPP] to be assigned to work in [insert PA Participant hosting CPP]. The provisions for the conduct of CPP assigned to [insert PA Participant hosting CPP] are included at Annex (1) (Cooperative Project Personnel for the [insert title of project] Project) to this PA.")

#### Alternative 2

1. This PA will be directed and administered on behalf of the PA Participants by an organization consisting of a Project Steering Committee (PSC) and one Project Officer (PO) from each PA Participant. The PSC members are:

Title/Position \_\_\_\_\_

Organization \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Title/Position \_\_\_\_\_

Organization \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. The POs are:

PO Title/Position \_\_\_\_\_

Organization \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PO Title/Position \_\_\_\_\_

Organization \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Project offices will be established in \_\_\_\_\_ (name of location) and in \_\_\_\_\_ (name of location) (If a joint project office will be established, identify it here). In addition to the responsibilities outlined in Section 5 (Management (Organization and Responsibility)) of the F/A-18 Framework MOU, the POs are responsible for the management of those tasks listed as national responsibilities in Section 4 (Sharing of Tasks) of this PA.

4. Particular Management Procedures:

(Mention only those additional management responsibilities not covered under Section 5 (Management (Organization and Responsibility)) of the F/A-18 Framework MOU. For instance, if a PA will involve the exchange or development of Classified Information, the POs should be responsible for appointing security officers.)

(Specific PSC responsibilities may be added to the PA to further clarify the relationships between the PSC and the POs.)

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(If the PA will involve assignment of Cooperative Project Personnel, insert the following provision:

"The PA Participants recognize that performance of work under this PA will require Cooperative Project Personnel (CPP) of [insert PA Participant assigning CPP] to be assigned to work in [insert PA Participant hosting CPP]. The provisions for the conduct of CPP assigned to [insert PA Participant hosting CPP] are included at Annex (1) (Cooperative Project Personnel for the [insert title of project] Project) to this PA.")

## SECTION 7

### FINANCIAL ARRANGEMENTS

The PA Participants estimate that the cost of performance of the tasks under this PA will not exceed \_\_\_\_\_.

Cooperative efforts of the PA Participants over and above the mutually determined tasks in the SCOPE OF WORK and SHARING OF TASKS and FINANCIAL ARRANGEMENTS and CONTRACTING PROVISIONS Sections of this PA will result in an amendment to this PA or signature of a new PA.

(If a PA will not involve one PA Participant Contracting for one or more of the other PA Participants, and no funds will be exchanged between the PA Participants, use the following format for the Financial Arrangements.)

#### Alternative 1

The PA Participant tasks will not cost more than U.S.\$: \_\_\_\_\_.

The PA Participant tasks will not cost more than AS\$: \_\_\_\_\_.

Or:

(If a PA will involve one PA Participant Contracting for one or more of the other PA Participants, or the PA Participants will transfer or exchange funds between them, use the following format for the Financial Arrangements.)

#### Alternative 2

	Year 1	Year 2	Year 3	Year 4	Year 5
PA Participant					
PA Participant					

(Using the above table and whatever description is necessary, explain and demonstrate how the PA will be funded. Identify both financial (funds) and non-financial (range time, use of equipment, etc.) contributions and identify the amount of funds to be transferred between the PA Participants.)

(The Financial Management Procedures Document (FMPD) should be developed by the PO's and approved in accordance with the F/A-18 Framework MOU. The FMPD should include as a minimum schedule,

handling, funding levels by year, and auditing procedures for monetary contributions anticipated for this PA.)

## SECTION 8

### CONTRACTING PROVISIONS

Describe PA Participants' Contracting responsibilities and Contracting process.

## SECTION 9

### CLASSIFICATION

(Only one of the three following possibilities will be selected:

- a. No Classified Information will be exchanged under this PA. The existence and contents of this PA are unclassified.;
- b. The highest level of Classified Information exchanged under this PA is: Confidential. The existence and contents of this PA are unclassified.; or
- c. The highest level of Classified Information exchanged under this PA is: Secret. The existence and contents of this PA are unclassified.)

## SECTION 10

### PRINCIPAL ORGANIZATIONS INVOLVED

(List government laboratories, research centers, and other commands and organizations. List only government entities.)



## SECTION 11

### TRANSFER OF MATERIALS, SUPPLIES AND EQUIPMENT

#### (NOTES:

1. In the event that the cooperative efforts under the PA require the provision of Project Equipment to a PA Participant, then a list of such Project Equipment must be developed and included as an Annex to the PA.

The transfer of the following Project Equipment is necessary for executing this PA:

Providing PA Participant	Receiving PA Participant	QTY	Description	Part/ Stock #	Consumables\ Non-Consumables	Approx Value	Loan Period

2. If jointly acquired Project Equipment is an aspect of the cooperative efforts under the PA, then terms and conditions for the disposal of such jointly acquired Project Equipment must be included in an Annex to the PA.)

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## SECTION 12

### SPECIAL PROVISIONS

(Insert any provisions specific to this PA.)

### SECTION 13

#### ENTRY INTO EFFECT, DURATION AND TERMINATION

This \_\_\_\_\_ PA, a project under the F/A-18 Framework MOU and which consists of thirteen (13) Sections and **[# of Annexes]** Annexes, will come into effect upon the date of last signature of the PA Participants, and will remain in effect for   \*   years unless terminated by the PA Participants. It may be extended by the mutual written consent of the PA Participants.

**\* (Note: Pursuant to paragraph 20.3 of the F/A-18 Framework MOU, all PAs will terminate automatically upon expiration or termination of the MOU. Therefore, the negotiated duration of the PA may not extend beyond the expiration date of the MOU.)**

The foregoing represents the understanding reached by or among the PA Participants on the matters referred to herein.

SIGNED, in **[# of PA Participants]** copies, in the English language, by authorized representatives of the PA Participants.

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For PA Participant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Location

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For PA Participant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Location

## ANNEX (1) TO ANNEX A

### COOPERATIVE PROJECT PERSONNEL FOR THE [INSERT TITLE OF PROJECT] PROJECT

#### 1.0. Purpose and Scope

1.1. This Annex establishes the provisions that will govern the conduct of Cooperative Project Personnel (CPP). The Parent PA Participant will assign military members or civilian employees to the Host PA Participant's project office or facilities in accordance with the PA and this Annex. CPP must be able to perform all the responsibilities assigned to them under a PA and the F/A-18 Framework MOU. Commencement of assignments will be subject to any requirements that may be imposed by the Host PA Participant or its government regarding acceptance of CPP, such as, but not limited to, visas and visit request documentation. The PA Project Officers (POs) will determine the length of tour for the positions at the time of initial assignment.

1.2. CPP will be assigned to work on a specific project and will report to a supervisor to be identified by the Host PA Participant. The POs will be responsible for the creation of a document describing the duties of each CPP position, which will be subject to approval by each relevant PO. CPP will not act as liaison officers on behalf of the Parent PA Participant.

1.3. CPP will not be assigned to command or other positions that would require them to exercise responsibilities that are reserved by law or regulation to an officer or employee of the Host PA Participant's government.

#### 2.0. Security

2.1. The POs will establish the maximum level of security clearance required, if any, to permit CPP to have access to Classified Information and facilities in which Classified Information is used in accordance with the PA Project Security Instruction (PSI) and Classification Guide (CG). Access to Classified Information and facilities in which Classified Information is used will be consistent with, and limited by, Section 2 (Objectives) and Section 3 (Scope of Work) of the MOU, and the applicable PA, and will be kept to the minimum required to accomplish the work assignments.

2.2. The Parent PA Participant will file visit requests for the CPP through prescribed channels in compliance with the Host PA Participant's procedures. As part of the visit request procedures, the Parent PA Participant will cause security assurances to be filed, through the Parent PA Participant's government embassy located in the Host PA Participant's country specifying the security clearances for the CPP being assigned.

2.3. The Host PA Participant and Parent PA Participant will use their best efforts to ensure that CPP assigned to the Host PA Participant's project office are aware of, and comply with, applicable laws and regulations as well as the requirements of Section 10 (Controlled Unclassified Information), Section 11 (Visits to Establishments), Section 12 (Security), and paragraph 20.7 of Section 20 (Amendment, Termination, Entry into Force/Effect, and Duration) of the F/A-18 Framework MOU and the provisions of the PA PSI and CG. Prior to commencing assigned duties, CPP will, if required by the Host PA Participant's government laws, regulations, policies, or procedures, sign a certification concerning the conditions and responsibilities of CPP.

2.4. CPP will at all times be required to comply with the security and export control laws, regulations, and procedures of the Host PA Participant's government. Any violation of security procedures by CPP during their assignment will be reported to the Parent PA Participant for appropriate action. CPP committing significant violations of security and export control laws, regulations, or procedures during their assignments will be withdrawn from the project with a view toward appropriate administrative or disciplinary action by their Parent PA Participant.

2.5. All Classified Information made available to CPP will be considered as Classified Information furnished to the Parent PA Participant, and will be subject to all provisions and safeguards provided for in Section 12 (Security), and the PA PSI and CG.

2.6. CPP will not have personal custody of Classified Information or Controlled Unclassified Information unless approved by the Host PA Participant and as authorized by the Parent PA Participant. They will be granted access to such Information in accordance with Section 10 (Controlled Unclassified Information), Section 12 (Security), the PA and the PA PSI during normal duty hours at the Host PA Participant's project office when access is necessary to perform project work.

2.7. CPP assigned to a Joint Project Office (JPO) will not serve as a conduit between the Host PA Participant and Parent PA Participant for requests and/or transmission of Classified Information or Controlled Unclassified Information unless specifically authorized by the PA PSI.

### 3.0. Technical and Administrative Matters

3.1. Consistent with Host PA Participant's government laws and regulations, and subject to any applicable multilateral or bilateral treaties, agreements or arrangements, CPP will be subject to the same restrictions, conditions, and privileges as Host PA Participant personnel of comparable rank and in comparable assignments. Further, to the extent authorized by Host PA Participant's government laws and regulations, and subject to any applicable multilateral or bilateral treaties, agreements or arrangements of the governments of the PA Participants, CPP and their authorized dependents will be accorded:

3.1.1. Exemption from any Host PA Participant's government tax upon income received from the Parent PA Participant.

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3.1.2. Exemption from any Host PA Participant's government customs and import duties or similar charges levied on items entering the country for their official or personal use, including their baggage, household effects, and private motor vehicles.

3.2. On arrival CPP and their dependents will be provided briefings arranged by the Host PA Participant's project office about applicable laws, orders, regulations, and customs and the need, subject to any applicable multilateral and bilateral treaties, agreements and arrangements, to comply with them. CPP will also be provided briefings arranged by the Host PA Participant's project office regarding (subject to any applicable multilateral and bilateral treaties, agreements and arrangements) entitlements, privileges, and obligations such as:

3.2.1. Any medical and dental care that may be provided to CPP and their dependents at Host PA Participant medical facilities, subject to the requirements of applicable laws and regulations, including reimbursement requirements.

3.2.2. Purchasing and patronage privileges at military commissaries, exchanges, theaters, and clubs for CPP and their dependents, subject to the requirements of applicable laws and regulations.

3.2.3. The Host PA Participant will provide, if available, housing and messing facilities for CPP and their dependents on the same basis and priority as for its own personnel. CPP will pay messing and housing charges to the same extent as Host PA Participant personnel. At locations where facilities are not provided by the Host PA Participant for its own personnel, or facilities are not available, the Parent PA Participant will make suitable arrangements for its CPP.

3.2.4. Responsibility of CPP and their accompanying dependents to obtain motor vehicle liability insurance coverage in accordance with the laws and regulations applicable in the area where they are residing. In case of claims involving the use of private motor vehicles by CPP, the recourse will be against such insurance.

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3.3. The Host PA Participant PO will, in consultation with the CPP, establish standard operating procedures for CPP in the following areas:

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3.3.1. Working hours, including holiday schedules.

3.3.2. Leave authorization, consistent to the extent possible with the military and civilian personnel regulations and practices of the Host PA Participant and Parent PA Participant.

3.3.3. Dress regulations, consistent to the extent possible with the military and civilian personnel regulations and practices of the Host PA Participant and Parent PA Participant.

3.3.4. Performance evaluations, recognizing that such evaluations will be rendered in accordance with the Parent PA Participant's military or civilian personnel regulations and practices.

3.4. CPP committing an offense under the laws of the government of the Host PA Participant or Parent PA Participant

may be withdrawn from a project with a view toward further administrative or disciplinary action by the Parent PA Participant. Disciplinary action, however, will not be taken by the Host PA Participant against CPP, nor will the CPP exercise disciplinary powers over the Host PA Participant's personnel. In accordance with Host PA Participant's government laws and regulations, the Host PA Participant will assist the Parent PA Participant in carrying out investigations of offenses involving CPP.

3.5. During their assignment, CPP will not be placed in the following duty status or environments unless it is consented to by the Parent PA Participant:

3.5.1. Areas of political sensitivity where their presence may jeopardize the interests of either the Host PA Participant or Parent PA Participant, or where, in the normal course of their duty, they may become involved in activities which may embarrass a PA Participant or its government.

3.5.2. Deployments in non-direct hostility situations, such as UN peacekeeping or multi-national operations, or third countries.

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3.5.3. Duty assignments in which direct hostilities are likely. Should a country in which a project office is located become involved in hostilities unexpectedly, CPP assigned to that JPO will not be involved in the hostilities. Any such CPP approved by the Parent PA Participants for involvement in hostilities will be given specific guidance as to the conditions under which the assignment will be carried out by the appropriate authorities of the Host PA Participant and Parent PA Participant.